

Solicitation 10106-RFP

**EDUCATIONAL CONSULTING SERVICES,
SCHOOLS**

Maricopa County

Bid 10106-RFP EDUCATIONAL CONSULTING SERVICES, SCHOOLS

Bid Number 10106-RFP
Bid Title EDUCATIONAL CONSULTING SERVICES, SCHOOLS

Bid Start Date Sep 30, 2010 10:55:34 AM MST
Bid End Date Nov 5, 2010 2:00:00 PM MST

Bid Contact Paul Aguilar
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Pre-Bid Conference Oct 12, 2010 11:00:00 AM MST
Attendance is mandatory
Location: THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON OCTOBER 12, 2010, 11:00 A.M., (AZ TIME) AT THE MARICOPA COUNTY CHAMBERS BUILDING, BASEMENT CONFERENCE ROOM, 301 S. 4TH AVENUE, PHOENIX, AZ 85003. (ENTER THE BUILDING FROM THE WEST SIDE DOOR. THERE IS A SILVER INTERCOM AT THE DOOR; YOU WILL HAVE TO DIAL THE OET OPERATOR TO HAVE THE DOOR UNLOCKED. THERE IS METERED PARKING ON THE WEST AND NORTH SIDES OF THE BUILDING).

Changes made on Oct 19, 2010 2:38:19 PM MST

New Documents 10106-Example of Task Order Contract 06031 Addendum 1 10-19-10.pdf
10106-Solicitation Addendum 1 10-19-10.doc
10106-Q and A Addendum 1.doc
10106-Sign In Sheets Addendum 1 10-19-10.pdf

Removed Documents 10106-Solicitation.docx

Changes were made to the following items:

[EDUCATIONAL CONSULTING SERVICES, SCHOOLS](#)

Changes made on Oct 20, 2010 3:52:17 PM MST

New Documents 10106-Solicitation Addendum 2 10-20-10.pdf

Removed Documents 10106-Solicitation Addendum 1 10-19-10.doc

Changes were made to the following items:

[EDUCATIONAL CONSULTING SERVICES, SCHOOLS](#)

Description

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked "SERIAL 10106- RFP REQUEST FOR PROPOSAL FOR EDUCATIONAL CONSULTING SERVICES, SCHOOLS."

Added on Oct 19, 2010:

Please see Q&A, sign-in sheet, and an example of the task order from a previous contract (06031-RFP).
Added on Oct 20, 2010:
Addendum #2 is to fix PDF file to show Attachment A Pricing and Exhibit 4.

Changes made on Oct 19, 2010 2:38:19 PM MST

Changes made on Oct 20, 2010 3:52:17 PM MST

ADDENDUM #2 (DTD 10/20/10) ADMINISTRATIVE FIX TO SHOW ATTACHMENT A AND EXHIBIT 4 IN PDF FILE.

ADDENDUM #1 (DTD 10/19/10) SEE ATTACHED QUESTION AND ANSWERS, SIGN IN SHEETS, AND AN EXAMPLE OF TASK ORDER



NOTICE OF SOLICITATION

SERIAL 10106 RFP

REQUEST FOR PROPOSAL FOR: EDUCATIONAL CONSULTING SERVICES, SCHOOLS

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M. Arizona time on NOVEMBER 5, 2010** for the furnishing of the following services for Maricopa County. Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 10106- RFP REQUEST FOR PROPOSAL FOR EDUCATIONAL CONSULTING SERVICES, SCHOOLS."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Request for Proposal must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids". ANY ADDENDA TO THIS REQUEST FOR PROPOSAL WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE
MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

PAUL AGUILAR
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3248
EMAIL: AGUILARP001@mail.maricopa.gov

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON OCTOBER 12, 2010, 11:00 A.M., (AZ TIME) AT THE MARICOPA COUNTY CHAMBERS BUILDING, BASEMENT CONFERENCE ROOM, 301 S. 4TH AVENUE, PHOENIX, AZ 85003. (ENTER THE BUILDING FROM THE WEST SIDE DOOR. THERE IS A SILVER INTERCOM AT THE DOOR; YOU WILL HAVE TO DIAL THE OET OPERATOR TO HAVE THE DOOR UNLOCKED. THERE IS METERED PARKING ON THE WEST AND NORTH SIDES OF THE BUILDING).

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID

Signature:

Date:

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SERIAL 10106-RFP**REQUEST FOR PROPOSAL FOR EDUCATIONAL CONSULTING SERVICES, SCHOOLS****1.0 INTENT:**

The Intent on this contract is to establish a pool of vendors for consulting work for Maricopa County Education Service Agency (MCESA). Specific projects will be awarded by Task Orders. Vendors will be notified when need or work arises, and they will be given time to respond to the Task Order with their proposed work plan, staff and price. The vendor that best meets the need of the county will be awarded the Task Order. Award of this contract does not guarantee award of any Task Order.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.14, below)

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:**2.1 Interactive Video Instruction/Instructional Technology****2.1.1 Consultant Services**

- 2.1.1.1 Instructor(s) to provide instruction in content-specific courses to Maricopa County students through the MCESA Interactive Video Instruction Lab.
- 2.1.1.2 Consultant(s) to create K-12 course material to be taught through the Interactive Video Instruction Lab.
- 2.1.1.3 Consultant(s) to plan job-embedded professional development in innovative and engaging uses of technology in the classroom that will result in increased student academic progress, achievement, and success.
- 2.1.1.4 Consultant(s) to support MCESA staff in identifying instructional technology practices that result in significant student learning gains.
- 2.1.1.5 Consultant(s) to work collaboratively with teacher and principal evaluation teams to incorporate effective innovative practices for instruction into evaluation system.
- 2.1.1.6 Consultant(s) to train on broadcast equipment installed in the interactive video instruction lab.
- 2.1.1.7 Consultant(s) to support the development of a cadre of district/school based innovative instructional practice leaders skilled in the use of technology to deliver effective instruction.
- 2.1.1.8 Consultant(s) to develop a repository of innovative practices in instruction and assessment through videotaping and streaming of effective lessons.

2.1.2 Professional Development Services

- 2.1.2.1 Instructor(s)/facilitator(s) to deliver job-embedded professional development in innovative and engaging uses of technology in the classroom that will result in increased student academic progress, achievement, and success.

SERIAL 10106-RFP**2.2 Educational Programming****2.2.1 Consultant Services**

- 2.2.1.1 Consultant(s) to plan job-embedded professional development for superintendents, district office staff, principal leaders, principals, assistant principals, and/or teachers in identified topic areas (e.g., teacher/principal supervision and evaluation; instructional leadership; data-informed decision-making; mentoring/coaching of teachers; continuous improvement planning; curriculum, instruction, and assessment).
- 2.2.1.2 Consultant(s) to provide technical assistance on the development, implementation, monitoring, evaluation, revision, and validation of:
 - 2.2.1.2.1 A value-added model for use in pay-for-performance programs; including the development of differentiated guidebooks for each employee group that explains the components of a performance-based compensation system.
 - 2.2.1.2.2 A valid and reliable formative/benchmark assessment system, aligned to the State-administered Arizona's Instrument to Measure Standards (AIMS) assessment.
 - 2.2.1.2.3 Valid and reliable formative assessments for non-tested grade levels and subject areas.
 - 2.2.1.2.4 Assessment center tool(s) and processes designed to assess knowledge, skills, and dispositions of current and potential principal leaders, principals, and teacher leaders.
 - 2.2.1.2.5 Teacher and principal evaluation tool(s) over a multi-year period.
 - 2.2.1.2.6 Qualified and certified evaluator training, including establishment and maintenance of evaluator inter-rater reliability.
 - 2.2.1.2.7 Inter-rater reliability training for evaluators.
- 2.2.1.3 Program evaluation services to assist in the development and implementation of program evaluation activities for all MCESA programs including grants.
- 2.2.1.4 Consultant(s) to provide technical assistance on the development/procurement and implementation of a data management system.
- 2.2.1.5 Consultant(s) to create training modules for facilitators of grade 7-12 Professional Learning Communities (PLC) to use to deliver professional development on:
 - 2.2.1.5.1 Becoming a PLC.
 - 2.2.1.5.2 Developing common assessments.
 - 2.2.1.5.3 Develop content area expertise in targeted areas.
- 2.2.1.6 Consultant(s) to screen practicing and prospective principals, assistant principals, and teacher leaders as part of an assessment center model designed to identify knowledge, skills, and dispositions of current and potential principal leaders, principals, and teacher leaders.

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- 2.2.1.7 Consultant(s) to develop courses for teacher leader skill development (e.g., PLC facilitation, data analysis, reach and touch extensions, distance learning, and content knowledge).
- 2.2.1.8 Consultant(s) to provide technical assistance in the design and implementation of professional growth plans for principals and teachers that are aligned teacher and principal evaluation results.
- 2.2.1.9 Consultant(s) to develop professional development programs in instructional leadership and management specific to increasing the number of highly qualified principals.
- 2.2.1.10 Consultant(s) to provide technical assistance and support in the development of curriculum and assessments to support statewide K-12 implementation of common core standards including:
 - 2.2.1.10.1 The development of a database of formative assessment resources aligned to Science, Technology, Engineering and Mathematics (STEM) and Language Arts content.
 - 2.2.1.10.2 The development of a comprehensive set of student interventions and instructional strategies that enable a “move on when ready” environment for all students.
 - 2.2.1.10.3 Alignment of curriculum and assessments to instructional materials.
- 2.2.2 Professional Development Services
 - 2.2.2.1 Facilitation/professional development services to improve the skills of principals and assistant principals in targeted areas (e.g., coaching/mentoring; data analysis and use of data; PLC; continuous improvement planning; curriculum, instruction, and assessment).
 - 2.2.2.2 Instructor(s)/facilitator(s) to develop the skills (coaching, pedagogy, content) of teacher leaders (peer evaluators, master educators, aspiring leaders).
 - 2.2.2.3 Instructor(s)/facilitator(s) to train teachers, principals, and district office staff on:
 - 2.2.2.3.1 Value-added model
 - 2.2.2.3.2 Use of data management system.
 - 2.2.2.4 Instructor(s)/facilitator(s) (subject matter experts) to deliver training modules to grade 7-12 teachers on:
 - 2.2.2.4.1 How to function as part of a PLC.
 - 2.2.2.4.2 Developing common assessments.
 - 2.2.2.4.3 Building content knowledge of teachers in relation to identified student deficiencies.
 - 2.2.2.5 Instructor(s)/facilitator(s) to provide training to superintendents, district office staff, principals, assistant principals, and teachers on the teachers and principal evaluation tool(s) and processes, and the use of data generated from the evaluation process.

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- 2.2.2.6 Instructor(s)/facilitator(s) to deliver courses to teacher leaders (PLC facilitation, data analysis, reach and touch extensions, distance learning, content knowledge).
- 2.2.2.7 Highly qualified instructor(s)/facilitator(s) to train teachers on:
 - 2.2.2.7.1 Best practices in reading.
 - 2.2.2.7.2 Student goal setting and development of common, formative assessments.
 - 2.2.2.7.3 Researched, proven strategies designed to help students succeed, and to train school staff and parents.
- 2.2.2.8 Highly qualified instructor(s)/facilitator(s) to train school staff and parents on proven strategies to help students succeed.
- 2.2.2.9 Instructor(s)/facilitator(s) to train and support cadres of trainers who become skilled in the use of data to support and improve instruction and who are able to provide training for their own districts and schools.
- 2.2.2.10 Instructor(s)/facilitator(s) to provide training and guidance to parents and guardians to support the successful transition of students through the K-16 system.
- 2.2.2.11 Instructor(s)/facilitator(s) to train teachers and principals on the effective delivery of instruction using content rich lessons in the areas of STEM and language arts.
- 2.2.2.12 Instructor(s)/facilitator(s) to provide training and support on:
 - 2.2.2.12.1 The alignment of curriculum and assessments to instructional materials.
 - 2.2.2.12.2 The development of aligned, formative, and summative assessments, including the use of teacher created assessments.
 - 2.2.2.12.3 The alignment of curriculum and assessments to instructional materials.
 - 2.2.2.12.4 Development and implementation of a comprehensive set of student interventions and instructional strategies that enable a “move on when ready” environment for all students.
- 2.2.2.13 Instructor(s)/facilitator(s) to train school personnel on aligned standards, curriculum, and assessments in order to ensure K-12 students leave the system college-and-career-ready.
- 2.2.2.14 Instructor(s)/facilitator(s) to develop a cadre of trainers for districts and schools who are skilled in curriculum alignment, assessment development, and materials alignment.
- 2.2.2.15 Instructor(s)/facilitator(s) to provide gifted education professional development, course attainment for the purpose of teacher to obtain gifted education endorsement.
- 2.3 Juvenile Transitions
 - 2.3.1 Consultant Services

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- 2.3.1.1 Consultant(s) to provide technical assistance in the development/procurement and implementation of multiple measures/processes for evaluating evidence-based practices for providing transition/re-entry services to juveniles (e.g., student achievement data, program effectiveness data, observation data, report writing).
- 2.3.1.2 Consultant(s) for facilitating strategic planning sessions for advisory councils and work groups organized to support the juvenile transition/re-entry innovation initiatives.
- 2.3.2 Professional Development Services
 - 2.3.2.1 Instructor(s)/facilitator(s) to train teachers and counselors on the effective use of Education-Career Action Plan (E-CAP) to support instructional and academic learning goals.
 - 2.3.2.2 Instructor(s)/facilitator(s) to provide implementation support and coaching for educational programming for juvenile justice professionals and parents of at-risk youth.
- 2.4 Title Grants
 - 2.4.1 Consultant Services
 - 2.4.1.1 Consultant(s) to advise on purchase of relevant English Language Learning (ELL) curriculum materials.
 - 2.4.1.2 Consultant(s) to advise on relevant ELL professional development.
- 2.5 Data
 - 2.5.1 Consultant Services
 - 2.5.1.1 Consultant(s) to design teacher and principal longitudinal data portfolios to communicate progress to administrative stakeholders and allow for timely targeted resources and staff development.
- 2.6 Other
 - 2.6.1 Consultant Services
 - 2.6.1.1 Consultant services to provide technical assistance on the development/procurement of educational programming for at-risk youth.
 - 2.6.2 Professional Development Services
 - 2.6.2.1 Instructor(s)/facilitator(s) to provide implementation support and coaching for implementation of educational programming for at-risk youth.
 - 2.6.2.2 Instructor(s)/facilitator(s) to implement a “train-the-trainer” professional development model to support ongoing implementation of educational programming for at-risk youth.
- 2.7 Grant Writing
 - 2.7.1 Professional Services
 - 2.7.1.1 Grant writing services, including technical assistance, in the development and writing of specific sections of federal, state, and local grant applications (e.g., program evaluation, program management, juvenile transitions and re-entry services).

SERIAL 10106-RFP**2.8 Minimum Qualifications**

- 2.8.1 Demonstrated *expertise* in an area related to educational consultation, facilitation, and/or grant writing (e.g., school improvement; curriculum, instruction, and assessment; research-based instructional practices; data collection and analysis; professional development; facilitation, educational programming; program evaluation; teacher and principal evaluation; video production; juvenile transition/re-entry initiatives).
- 2.8.2 Extensive *experience* related to area of expertise (e.g., 5 years serving as a principal in a Title I school; 3 years experience in media productions in the public relations department of a school district; 10 years facilitating professional development for a school district; 7 years working in the juvenile justice system).
- 2.8.3 Knowledge of the Arizona educational system as it relates to specific area of expertise (e.g., consultants providing support in the area of school improvement need specific knowledge of federal and state accountability systems).
- 2.8.4 Ability to work collaboratively in a variety of settings (e.g., face-to-face, phone, Skype, etc.) in order to ensure effective and efficient communication with MCESA staff.
- 2.8.5 Ability to apply professional knowledge and administrative ability to specific education-related projects.
- 2.8.6 Excellent interpersonal, leadership, and communication skills.
- 2.8.7 Ability to reason logically and think independently and creatively on educational projects.
- 2.8.8 Computer literate: Office Microsoft Suite

2.9 Contractors Billing Requirements:

- 2.9.1 No payment shall be made for other assistant(s) (file clerks, secretaries, etc.) or for secretarial or administrative tasks.
- 2.9.2 Unless previously approved in writing by the County, no payment shall be made for miscellaneous charges for ordinary and customary services (i.e., copying, printing, mileage, parking, courier charges, telephone or fax charges). Such charges are considered overhead and are part of the hourly rates agreed to,. (See attachment A).
- 2.9.3 All costs over \$100.00 must be pre-approved.

2.10 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.11 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.12 INVOICES AND PAYMENTS:

- 2.12.1 The Respondent shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

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- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- Task Order Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

2.12.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order

2.12.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.12.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.13 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.14 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.15 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

SERIAL 10106-RFP**3.2 OPTION TO RENEW CONTRACT:**

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, or other specified length options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

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- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability.
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.5.10 Automobile Liability.
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 3.5.11 Workers' Compensation.
- 3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.
- 3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.
- 3.5.12 Errors and Omissions Insurance.

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Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

SERIAL 10106-RFP**3.5.13 Certificates of Insurance.**

3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.13.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.13.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card (MasterCard), from time-to-time, to place or make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 SUBCONTRACTING:

3.7.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.7.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.8 SCHEDULE OF EVENTS:

Request for Proposals Issued:

SEPTEMBER 30, 2010

Pre-Proposal Conference:

OCTOBER 12, 2010

Deadline for written questions (48) hours after Pre-Proposal Conference). No questions will be responded to prior to the Pre-Proposal Conference. All questions must be submitted to AGUILARP001@mail.maricopa.gov and must be received by 2:00 PM, Arizona time. All questions and answers will be posted to www.maricopa.gov with the original solicitation.

Proposals Opening Date:

NOVEMBER 5, 2010

SERIAL 10106-RFP

Deadline for submission of proposals is 2:00 P.M., Arizona Time, on **NOVEMBER 5, 2010**. All proposals must be received before 2:00 P.M., Arizona Time, on the above date at the Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, Arizona 85003.

Proposed review of Proposals and short list decision: **NOVEMBER 22, 2010**

Proposed Respondent presentations: (if required) **NOVEMBER 29, 2010**

Proposed selection and negotiation: **DECEMBER 6, 2010**

Proposed Best & Final (if required) **DECEMBER 13, 2010**

Proposed award of Contract: **JANUARY 12, 2011**

All responses to this Request for Proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the County.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Materials Management Department
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Administrative telephone inquiries shall be addressed to:

Paul Aguilar, Procurement Officer, 602.506.3248
(aguilarp001@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents shall provide their proposals in accordance with Section 3.14 as follows:

3.10.1 One (1) original hardcopy of all proposal documents.

3.10.2 One (1) CD or flash drive providing all proposal documents in Word, Excel (Attachment A) and then the entire proposal document in PDF format.

3.10.3 Five (5) CD's or flash drives providing the entire proposal in PDF format only.

3.10.4 Respondents shall address proposals identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

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- 3.10.5 Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the RFP closing date.

3.11 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions taken to all sections of 10106-RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 10106-RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL Solicitation, SERIAL 10106-RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.12 GENERAL CONTENT:

- 3.12.1 The Proposal should be specific and complete in every detail. It should be practical and provide a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

3.13 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposal hardcopy must be submitted in binders and have sections tabbed as below: (Responses are limited to 200 pages, single sided, 10 point font type).

3.13.1 Table of Contents

3.13.2 Letter of Transmittal (Exhibit 2)

- 3.13.3 Executive Summary – This section shall contain an outline of the general approach utilized in the proposal.

- 3.13.4 Proposal – This section should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Respondents shall respond to all lines in section 2.0 in detail

- 3.13.5 Qualifications – This section shall describe the respondent's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, an estimate of the time each would devote to this program, and other pertinent information.

3.13.6 Proposal exceptions

3.13.7 Other data

3.13.8 Attachment A (Pricing)

3.13.9 Attachment B (Agreement Page)

3.13.10 Attachment C (References)

3.13.11 Exhibit 3, Sole Proprietor Waiver (If applicable)

SERIAL 10106-RFP**3.14 EVALUATION OF PROPOSAL – SELECTION FACTORS:**

A Proposal Evaluation Committee shall be appointed, chaired by the Procurement Officer to evaluate each Proposal. At the County's option, Respondents may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed descending order of importance.

3.14.1 Firms qualifications

3.14.2 Staff qualifications

3.14.3 Price

3.15 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

3.15.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.15.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.15.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.15.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.15.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.15.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.15.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.16 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.16.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all

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employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

- 3.16.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.16.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.17 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**
- 3.17.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- 3.17.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 3.18 **CONTRACTOR LICENSE REQUIREMENT:**
- 3.18.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 3.18.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.
- 3.19 **POST AWARD MEETING:**
- The successful Respondent(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION PRIOR TO SUBMITTING A

SERIAL 10106-RFP

PROPOSAL. FOR THIS INFORMATION, GO TO:

www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp

ATTACHMENT A PRICING

SERIAL 10106-RFP

NIGP CODE:91838

RESPONDENT'S NAME:

COUNTY VENDOR NUMBER :

ADDRESS:

P.O. ADDRESS:

TELEPHONE NUMBER:

FACSIMILE NUMBER:

WEB SITE:

CONTACT (REPRESENTATIVE):

REPRESENTATIVE'S E-MAIL ADDRESS:

YES**NO**

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT
 RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.
 FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

[]

[]

RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

[] NET 10 DAYS

[] NET 45 DAYS

[] 1% 10 DAYS NET 30 DAYS

[] NET 15 DAYS

[] NET 60 DAYS

[] 2% 30 DAYS NET 31 DAYS

[] NET 20 DAYS

[] NET 90 DAYS

[] 1% 30 DAYS NET 31 DAYS

[] NET 30 DAYS

[] 2% 10 DAYS NET 30 DAYS

[] 5% 30 DAYS NET 31 DAYS

1.0 PRICING:

Year 1

Year 2

Year 3

1.1 SENIOR CONSULTANT

\$_____

\$_____

\$_____ PER HOUR

1.2 CONSULTANT

\$_____

\$_____

\$_____ PER HOUR

1.3 CLERICAL SUPPORT

\$_____

\$_____

\$_____ PER HOUR

HOURLY RATES ARE TO INCLUDE GENERAL OFFICE SUPPLIES, FAXES, TRAVEL EXPENSES AND
 GENERAL ADMINISTRATIVE FUNCTIONS.

SERIAL 10106-RFP**ATTACHMENT B****AGREEMENT PAGE**

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

☐ Small Business Enterprise (SBE)

RESPONDENT (FIRM) SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

DUNS #

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY

STATE

ZIP

DATE

WEB SITE

EMAIL ADDRESS

SERIAL 10106-RFP**ATTACHMENT C****RESPONDENT'S REFERENCES****RESPONDENT SUBMITTING PROPOSAL:** _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

SERIAL 10106-RFP**EXHIBIT 1****VENDOR REGISTRATION PROCEDURES**

BidSync.com Registration is FREE and REQUIRED for all vendors.

Register On-line at
https://www.bidsync.com/SupplierRegister?ac=register&preselected_plan=free&

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or agency support@BidSync.com

SERIAL [10]-RFP**EXHIBIT 2****SAMPLE TRANSMITTAL LETTER**

(To be typed on the letterhead of Offeror)

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Re: RFP Number 10106-RFP

To Whom It May Concern:

(NAME OF COMPANY) (Herein referred to as the "RESPONDENT"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Respondent shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)

SERIAL 10106-RFP

EXHIBIT 3**SOLE PROPRIETOR WAIVER**

MARICOPA COUNTY RISK MANAGEMENT
222 North Central Avenue, Suite 1110
Phoenix, Arizona 85004

NOTE: THIS FORM APPLIES ONLY TO MARICOPA COUNTY DEPARTMENTS, DISTRICTS, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____
 (name of Sole Proprietor's Business). I am performing work as an independent contractor for Maricopa County. For Workers' Compensation purposes, therefore, I am not entitled to Workers' Compensation benefits from Maricopa County.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor		Social Security Number	Telephone Number
Street Address / P.O. Box		City	State Zip Code
Signature of Sole Proprietor		Date	
Maricopa County Materials Management Department			
Signature of Procurement Officer		Date	

Both signatures must be present and the completed form submitted by the Procurement Officer to Maricopa County Risk Management, 222 North Central Avenue, Suite 1110, Phoenix, Az 85004. An authorized Risk Management Representative will sign and return to the Maricopa County Materials Management Department to be maintained in their records.

Signature of Risk Management Representative

Date

EXHIBIT 4**(DRAFT CONTRACT)****CONTRACT PURSUANT TO RFP****SERIAL 10106 -RFP**

This Contract is entered into this ____ day of _____, 20__ by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and _____, an Arizona corporation ("Contractor") for the purchase of Consulting services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the ____ day of _____, 2010 and ending the ____ day of _____, 20__.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustments must be submitted sixty (60) days prior to the current Contract expiration.. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- Task Order Number
- County purchase order number

SERIAL 10106-RFP

- Invoice number and date
- Payment terms
- Date of service
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/)

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract.

SERIAL 10106-RFP

Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A-, VII or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

SERIAL 10106-RFP**6.2.9 Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

6.2.13 Certificates of Insurance.

6.2.13.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

6.2.13.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

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- 6.2.13.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

- 6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

6.5 REQUIREMENTS CONTRACT:

- 6.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed upon the award of a Task Order when the County identifies a need and issues a purchase order or a written notice to proceed.
- 6.5.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors

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of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.7 **TERMINATION FOR DEFAULT:**

6.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.8 **STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.9 **OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.10 **ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.11 **RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

SERIAL 10106-RFP**6.12 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.14 RETENTION OF RECORDS:

6.14.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.14.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.15 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.16 ALTERNATIVE DISPUTE RESOLUTION:

6.16.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.16.1.1 Render a decision;

6.16.1.2 Notify the parties that the exhibits are available for retrieval; and

6.16.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.16.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing

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party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

- 6.16.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.18 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.19 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 6.20.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

- 6.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

SERIAL 10106-RFP**6.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**

- 6.21.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.
- 6.21.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.22 CONTRACTOR LICENSE REQUIREMENT:

- 6.22.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.
- 6.22.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
 - 6.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 6.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 6.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

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6.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.24 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.25 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.26 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.27 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.27.1 Exhibit A, Pricing;

6.27.2 Exhibit B, Scope of Work;

SERIAL 10106-RFP

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

EDUCATIONAL CONSULTING SERVICES, SCHOOLS
QUESTIONS AND ANSWERS

1. Q: Will you provide a list of firms that attended the bidders' conference?

A: Yes, the Sign In Sheet will be posted with the Addendum.

2. Q: For the Qualifications Section (3.13.5), do we need to identify staff for each individual element of the scope of work (e.g., at the level of 2.2.1.3) or can we identify staff qualifications on a broader level, for example, Staff A, B, and C have expertise in teacher and principal evaluation.

A: You will need to identify the staff for each section they are applying to.

3. Q: How should bidders identify estimates of time for staff given that the proposal is more a statement of qualifications for work that has not yet been scoped?

A: Use an estimate, or generalization of how much time will be given to each Task Order. This will be more specified when vendors respond to Task Orders.

4. Q: At the bidder's conference you said the County wants an Excel Spreadsheet that can be modified or changed by the County. Typically our Business Office does not submit spreadsheets that can be altered because they contain sensitive and confidential information related to salaries. What sort of changes or calculations does the County anticipate making to the submitted spreadsheet?

A: This will be used for comparison. We will copy your rates into a master summary page for overall evaluation.

5. Q: I have a question regarding the format of the proposal, specifically the instructions for the "Proposal" tab. You request that we respond to all line items under section of 2.0 of the RFP. Does this request include line items 2.8 to 2.15 (i.e. "Minimum Qualifications" to "STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)")?

A: Yes, please respond to all sections. The "Qualifications" section should be distinct.

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6. Q: 2.1.1.5: The RFP states “Consultant(s) to work collaboratively with teacher and principal evaluation teams to incorporate effective innovative practices for instruction into evaluation system.” Can the County please clarify what is meant by the “evaluation system” in this context? Is this the evaluation of the teacher / principals from a performance perspective or something else? What HRIS system is currently in place in the County for educator information?

A: The “evaluation system” refers to the performance-based evaluation process that districts currently utilize, or will utilize in the future, to evaluate teachers and principals, and to inform retention decisions. There is not currently an HRIS system in place at the County level.

7. Q: 2.1.1.8: The RFP states “Consultant(s) to develop a repository of innovative practices in instruction and assessment through videotaping and streaming of effective lessons.” Does the County have a solution / vendor in mind to provide the underlying technology for the repository?

A: The County does not have a solution/vendor in mind to provide the underlying technology for the repository.

8. Q: 2.5.1.1: The RFP states “Consultant(s) to design teacher and principal longitudinal data portfolios to communicate progress to administrative stakeholders and allow for timely targeted resources and staff development.” Does the County have a solution / vendor in mind to provide the system that supports longitudinal data portfolios? What systems are currently in use to support professional development in the County to support educator professional development, both from a content (third party providers such as Teachscape, etc.) and data management tracking perspective?

A: The County does not have a solution/vendor in mind to provide the system that supports longitudinal data portfolios.

9. Q: Does the county intend for programmatic efforts to be independently evaluated?

A: Yes.

10. Q: Will service delivery contractor conduct evaluation of their projects?

A: No

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Q: Will county create pool of program evaluation contractors to conduct independent evaluation of services delivered?

A: Maricopa County Education Service Agency will procure program evaluation services through established County procurement procedures.

Q: - Section 2.0 (Scope of Work): Do the different tasks listed in this section represent specific tasks that MCESA plans to contract for through its list of qualified bidders, or simply examples of possible tasks?

A: The tasks represented in the Scope of Work are examples of specific tasks the Maricopa County Education Service Agency anticipates contracting services for.

11.Q: - Section 3.1: This section indicates that a “firm, fixed price” purchasing contract will be awarded. Could you explain the meaning of “fixed price,” since the scopes of work for individual Task Orders have not yet been established?

A: This will be a NTE, Not To Exceed. When responding to a Task Order, you may offer a lower rate than proposed price, but not higher.

12.Q: - Section 3.13: Does the limit of 200 pages include resumes?

A: Yes. The proposal limit is 200 pages.

13.Q: - Section 3.13.3: Could you clarify what is meant by “the general approach utilized in the proposal”?

A: What your firm plans to offer the County or how you plan on doing business with the County. What your firm will offer the County.

14.Q: Could you clarify what is meant by “conclusions and generalized recommendations”?

A: What your firm plans to offer the County or how you plan on doing business with the County. What your firm will offer the County.

15.Q: - Could you clarify the distinction between what information should be provided in Sections 3.13.4 (Proposal) and 3.13.5 (Qualifications)?

A: The Proposal will handle Sections 2.1 thru 2.7. The Qualifications will be Section 2.8

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16.Q: - Section 3.13.5: Could you clarify what is meant by “a description of assignments and responsibilities,” given that no specific Task Order has yet been released?

A: This is meant to describe the respondent’s assignments and responsibilities.

17.Q: - Section 3.13.5: This section indicates that bidders should provide, for each staff member, “an estimate of the time each would devote to this program.” Could you clarify this, given that no specific Task Order has yet been released?

A: Use an estimate, or generalization of how much time will be given to each Task Order. This will be more specified when vendors respond to Task Orders.

18.Q: - Attachment A (Pricing): This attachment asks for hourly rates for three different labor categories. However, our firm has a large number of evaluators, and we plan to select project staff for individual Task Orders depending on the specific content and methodological expertise needed. Therefore, it is difficult to provide a set hourly rate at this point that would be accurate for any and all possible Task Orders. Are the rates in Attachment A for illustrative purposes only? Will we have the opportunity to provide more accurate rates when we respond to individual Task Orders?

A: The rates given in Attachment A (Pricing) will be your Not To Exceed price. While your firm may offer lower rates to each Task Order, they may not give higher rates than your proposal. Additional staff can be included in the Task Order, but their job junction should correlate with the NTE given in your proposal.

19.Q: - Attachment A indicates that hourly rates are to include travel expenses. Likewise, Section 2.9.2 indicates that no payments will be made for copying or printing unless previously approved in writing by the County. Obviously, depending on the Task Order these costs might be significant (e.g., printing a large number of research reports for dissemination, or travel to a large number of schools for site visits). When we respond to individual Task Orders, will we have the opportunity to include these costs in our proposed budget at that point?

A: Yes, if the specific Task Order requires extensive travel, you may propose it in your response to the Task Order.

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20.Q: Should our response to the 8 items under “2.8 Minimum Qualifications” be in the “3.13.4 Proposal” section or the “3.13.5 Qualifications” section?

A: Please have a distinct “Qualifications” section, which covers the minimum qualifications in Section 2.8.

EDUCATIONAL CONSULTING SERVICES, SCHOOLS PRE-PROPOSAL CONFERENCE

MARICOPA COUNTY CHAMBERS BUILDING, BASEMENT CONFERENCE ROOM, 301 S. 4TH AVENUE, PHOENIX, AZ 85003
OCTOBER 12, 2010, 11:00 A.M., (AZ TIME)

PLEASE PROVIDE YOUR BUSINESS CARD(S)

PLEASE PRINT

VENDORS NAME	ATTENDEE'S NAME	PHONE NUMBER	FAX NUMBER	E-MAIL
Kidsat Hope	Kim Heredia	(602) 4674-0026	(602) 674-0034	Kim@kidsathope.org
Kidsat Hope	Kenna Hough	(602) 674-0026	(602) 674-0034	kenna@kidsathope.org
Scholastic, Inc.	Gustavo Pérez	(650) 906-4650	(480) 347-9260	gperez@scholastic.com
Spence Educational Consulting	Dee Spence	480-759-4633		dspence@asu.edu
Retana Consulting	Kary Coleman	480-207-7400		KColeman@Q.com.net
Educational Training Specialists, LLC	Dolores Retana	480-491-5634	480-777-5941	DRetana@aol.com
Arizona K12 Center	Anne Swigard	480-502-8250	480-563-1172	wetrainteachers@yahoo.com
American Institute of Research	Sosie Arredondo	602-443-6444	602-443-6454	jarredondo@a2k12.org
Learning Point LN	Karen Burstein	480-222-8800	480-222-1080	k.burstein@suifamilys.org
Synthwa Institute				
Pearson	Molly Spalding	480-457-6211		molly.spalding@pearson.com
College Board	David Morizo	408-220-5627	408-367-1459	dmorizo@collegeboard.org

By signing this attendance form, I/we hereby acknowledge I/we will monitor the Maricopa County Materials Management web page (<http://www.maricopa.gov/materials/advbd/advbd.asp>) for all addenda that may be posted for this Request for Proposal. I/we will then be responsible for downloading these addenda on my/our own accord. I/we hereby acknowledge that I/we will be responsible for returning all signed addenda acknowledgment(s) with my/our respective company/s Bid as indicated on the "Notice of Solicitation" page. I/we also acknowledge that I/we have read and thoroughly understand the Request for Proposal administrative information, contract terms and all specifications posted to the Maricopa County Materials Management web page.

EDUCATIONAL CONSULTING SERVICES, SCHOOLS

PRE-PROPOSAL CONFERENCE

MARICOPA COUNTY CHAMBERS BUILDING, BASEMENT CONFERENCE ROOM, 301 S. 4TH AVENUE, PHOENIX, AZ 85003
OCTOBER 12, 2010, 11:00 A.M., (AZ TIME)

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PLEASE PRINT

VENDORS NAME	ATTENDEE'S NAME	PHONE NUMBER	FAX NUMBER	E-MAIL
Y.E.S. S.	Megan McElhann	480-688-8455	480-813-2243	dr.megan@cox.net
McREL	Jennifer S Norford	303.632.5546	303.337.3005	jnorford@mcrel.org
Sunstarville	Bonnie Lindner	602-295-1951	602-334-1139	bonnie57@cox.net
Insights for Learning	Katherine Tucker	928-527-0994	928-527-1087	kt@insightsforlearning.org
Toltec PDE	Sooning Hawk	520-401-1569	520-326-5061	toltec.pde@gmail.com
Knowledge Center Alliance	Fred Erickson	480-225-8193	480-283-1774	Fred@KCA-Inv.com
Natl Council on Crime	Caryn Ryan	480-894-5500	480-894-2323	Jereth@mw,natl-cr.org
Deliquency				
Masterpiece Teaching	Diana Haynes	480-241-8202	928-425-9488	gila.teacherdevelopment@gmail.com
Betz Frederick	Betz Frederick	480-966-2101 or 480-200-7372		betz.fredrick@mac.com
ICF Macro	Colm O'Colmain	602-295-1738		cspeared@icf.com
Rebecca A. Bugert	R. Bugert	602-295-1738	602-334-1139	rbugert1@gmail.com
D2	Matt Winebright	512-296-8706	413-751-5207	Matt.winebright@edsc.com
TRANSCATLOGAL	PATRICK MCKELVIE	(801) 578.5476	(801) 942.0783	patrick.mckelvie@true-north-logic.com
Basis Policy Research	Jeff Springer	615.521.0641		j.springer@basispolicyresearch.com
Learning Point	Jessica Johnson	630 649 6512	630 649 6700	jjohnson@air.org
ICF Macro	Colm O'Colmain	302-235-8101		Mlong2@icf.com

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MARICOPA COUNTY CHAMBERS BUILDING, BASEMENT CONFERENCE ROOM, 301 S. 4TH AVENUE, PHOENIX, AZ 85003
OCTOBER 12, 2010, 11:00 A.M., (AZ TIME)

PLEASE PRINT

[illegible]

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SERIAL 06031-RFP

CONTRACT TASK ORDER

SCOPE OF WORK

DEVELOP METHODOLOGY FOR JAIL PER DIEM RATES

1.0 INTENT:

Maricopa County must charge inmate booking and housing per diem fees to other jurisdictions using Maricopa County jails in order to recoup these costs. Maricopa County must now determine whether the current allocation methodology is sufficient or if the allocation methodology should be revised for Fiscal Year 2008-2009.

(If your firm does not intend to submit a proposal, notify the procurement officer via email as to the reason, no later than Friday, May 18, 2007.)

2.0 SCOPE OF WORK:

The contractor will develop an allocation methodology and calculate the cost for inmate booking and housing in the jail facilities for FY2008-2009.

- 2.1 Work with Maricopa County Sheriff's Office (MCSO), the Office of Management and Budget (OMB), and the County Department of Finance (DOF) staff and management to understand the operations of the department and any external requirements.
- 2.2 Collaborate with MCSO, OMB and DOF to develop a work plan, responsibilities, and a timetable.
- 2.3 Meet with individuals within MCSO and DOF who can provide details of the activity structure and current fee calculations.
- 2.4 Determine a schedule for the frequency of status meetings.
- 2.5 Develop a fee model and allocation process that will be used for the development of the Fiscal Year 2008-2009 inmate booking and housing rates for the following entities:
 - Municipal jurisdictions
 - State jurisdictions
 - Federal jurisdictions
 - Pre-pay inmates
 - Self-surrender inmates
 - Other jurisdictions
- 2.6 Analyze the MCSO activity structure and develop jail per diem fee components that will recover the direct costs of these activities.
- 2.7 Analyze the MCSO indirect costs and develop jail per diem fee components that will recover the indirect costs.
- 2.8 Evaluate and recommend the appropriate methodology for using either actual expenditures or budgeted cost, to calculate the jail per diem fees.
- 2.9 Define the basis of allocation for jail costs for each activity that will determine the split between enforcement costs and detention costs.
- 2.10 Define the basis of allocation for detention costs for each activity that will determine the split between custody costs and intake costs.

SERIAL 06031-RFP

2.11 Define any special considerations for fee development by identifying any policy or statutory constraints or limitations that must be incorporated into the fee structure, which may include Federal OMB Circular A-87 (Revised) and other Federal Circulars if applicable. The fee structure and methodology must be in a format that can be auditable by external auditors and the allocation methodology must be reasonable.

2.12 Prepare a presentation of fee development for the Maricopa Association of Governments (MAG).

3.0 DELIVERABLE:

Contractor must provide an Excel spreadsheet model that can be used for future fee development no later than October 15, 2007. The model must be accompanied by a detailed description of all allocation methods.

4.0 PROPOSAL CONTENT:

Proposal must contain the following information and is limited to a maximum of 25 pages, single sided 12 point font. The original proposal and four copies are required.

4.1 Overview of firm's experience with this type of engagement.

4.2 Successful references in the last three to five years for this type of engagement.

4.3 A resume of firm's proposed project manager.

4.4 Overview of proposed methodology to provide the rate development model.

4.5 Detailed cost breakdown, comprised of number of hours, by Contract labor category, proposed for each task, timeline for each task and total proposed price.

(NOTE: Proposals submitted without this breakdown will not be accepted.)

5.0 PROPOSAL EVALUATION:

Proposals will be evaluated using the following factors, in descending order:

5.1 Proposed methodology to provide the rate development model.

5.2 Firm's experience and proposed project manager.

5.3 Allocation of hours by task.

5.4 Price (TOTAL PRICE FOR ALL SERVICES REQUIRED).

6.0 PROPOSAL DUE DATE AND TIME:

Proposals are due no later than 2:00 pm, May 25, 2007. Proposals shall be delivered to the following location:

Maricopa County Materials Management
320 West Lincoln Street
Phoenix, Arizona 85003
Attn: Dave LaFond, Procurement Officer

If you have any questions pertaining to this request, please contact Dave LaFond at Email: lafond@maricopa.gov or phone: 602-506-3248.



**SERIAL 06031 REQUEST FOR PROPOSAL FOR
DEVELOPING METHODOLOGY FOR JAIL PER DIEM RATES**

PRESENTED TO:

**MARICOPA COUNTY
MATERIALS MANAGEMENT DEPARTMENT
320 WEST LINCOLN STREET
PHOENIX, AZ 85003
ATTENTION: DAVE LAFOND, PROCUREMENT OFFICER**

PRESENTED BY:

**MGT OF AMERICA, INC.
455 CAPITOL MALL
SUITE 600
SACRAMENTO, CA 95814**

MAY 25, 2007

MGT
OF AMERICA, INC.

DEVELOPING METHODOLOGY FOR JAIL PER DIEM RATES

MGT of America, Inc. (MGT) appreciates the opportunity to submit a proposal to Maricopa County (County) in response to a contract task order (CTO) for the development of a methodology for jail per diem rates. We strongly believe we have the most knowledgeable and experienced consultants available for the completion of the scope of work requested in the CTO. Our belief is based on the experience our consultants have acquired through the development of jail per diem fees for state and local governments, including studies for the Arizona Department of Corrections and four Arizona counties.

SCOPE OF WORK AND DELIVERABLES

MGT has a full understanding of the goals and objectives of this project. Based on our understanding, we propose to complete the scope of work requested in the CTO and provide the following services and deliverables:

1. DEVELOP JAIL PER DIEM FEE METHODOLOGY

Work with the Maricopa County Sheriff's Office (MCSO), the Office of Management and Budget (OMB), and the County Department of Finance (DOF) staff and management to develop a jail per diem fee methodology. The methodology will provide for the development of inmate booking and housing fees applicable to municipal jurisdictions, state jurisdictions, federal jurisdictions, pre-pay inmates, self-surrender inmates, and other jurisdictions. The methodology will identify the methods and tasks necessary for the identification of the total annual costs (direct and indirect) and average per-day costs incurred by the County for inmate booking and housing in jail facilities. The methodology will be developed in accordance with generally accepted accounting principles as recognized by the Governmental Accounting Standards Board and any applicable state or federal requirements.

Deliverable

The deliverable will be a jail per diem fee methodology document that includes descriptions of the methodology, costs, and sources of cost information; the methods and bases used to allocate County central services and MCSO indirect costs to the jail (detention); and the methods and bases used to allocate detention costs between housing (custody) and intake (booking).

- * An initial draft methodology document will be provided to and reviewed with MCSO, OMB, and DOF staff. Three copies of the initial draft document will be provided.
- * A revised draft methodology document will be developed incorporating any agreed-upon revisions identified during the review of the initial draft document. The revised draft document will be provided to and reviewed with MCSO, OMB, and DOF staff. Three copies of the revised draft document will be provided.

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- ✱ A final methodology document will be provided incorporating any agreed-upon revisions identified during the review of the revised draft document. One unbound copy and two bound copies of the final methodology document will be provided. An electronic copy of the document will also be provided.

2. DEVELOP JAIL PER DIEM FEE MODEL

Develop a jail per diem fee model using Microsoft (MS) Excel spreadsheets that will enable the preparation of fiscal year (FY) 2008-09 jail per diem fees, and will enable County staff to prepare and update future year jail per diem fees. The fee model will enable the development of inmate booking and housing fees applicable to municipal jurisdictions, state jurisdictions, federal jurisdictions, pre-pay inmates, self-surrender inmates, and other jurisdictions.

Deliverable

The deliverable will be a document that includes a jail per diem fee model developed in MS Excel and supporting documentation. In addition to MS Excel spreadsheets, documentation will be provided describing each spreadsheet, the steps or procedures for completing each spreadsheet, and the source of the information in each spreadsheet. The intent of the fee model document is to provide the MS Excel spreadsheets necessary for the development of jail per diem fees and clearly document, step-by-step, the process for updating the model.

- ✱ An initial draft jail per diem fee model document will be provided to and reviewed with MCSO, OMB, and DOF staff. Three copies of the initial draft document will be provided.
- ✱ A revised draft jail per diem fee model document will be developed incorporating any agreed-upon revisions identified during the review of the initial draft document. The revised draft document will be provided to and reviewed with MCSO, OMB, and DOF staff. Three copies of the revised draft document will be provided.
- ✱ A final jail per diem fee model document will be provided incorporating any agreed-upon revisions identified during the review of the revised draft. One unbound copy and two bound copies of the final jail per diem fee model document will be provided. An electronic copy of the document will also be provided.

DEVELOP FY 2008-09 JAIL PER DIEM FEES

Use the County's total costs, both direct and indirect, for inmate booking and housing in the County's jail facilities for FY 2008-09 and calculate the FY 2008-09 jail per diem fees. In cooperation with MCSO, OMB, and DOF, evaluate and determine the methodology to be used to develop FY 2008-09 jail per diem fees and calculate the fees using the appropriate cost data. Inmate booking and housing fees applicable to

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municipal jurisdictions, state jurisdictions, federal jurisdictions, pre-pay inmates, self-surrender inmates, and other jurisdictions will be developed.

Deliverable

The deliverable will be a document providing the FY 2008-09 jail per diem fees for inmate booking and housing in County jail facilities applicable to municipal jurisdictions, state jurisdictions, federal jurisdictions, pre-pay inmates, self-surrender inmates, and other jurisdictions. The document will include a description of the methodology used to develop the fees, the fees, MS Excel model spreadsheets reconciling costs included in development of the fees to County financial reports or budgets, and the model spreadsheets supporting the development of the fees. The document will contain sufficient information for internal and external auditors to determine the appropriateness and source of the financial information, and the reasonableness of the methodology used to develop the fees.

- ✧ A recommendation and justification(s) for using either actual expenditures of a prior year or budgeted FY 2008-09 costs to calculate the FY 2008-09 jail per diem fees will be provided to and reviewed with MCSO, OMB, and DOF staff.
- ✧ An initial draft document with FY 2008-09 jail per diem fees will be provided to and reviewed with MCSO, OMB, and DOF staff. Three copies of the initial draft document will be provided.
- ✧ A revised draft document with FY 2008-09 jail per diem fees will be developed incorporating any agreed-upon revisions identified during the review of the initial draft document. The revised draft document will be provided to and reviewed with MCSO, OMB, and DOF staff. Three copies of the revised draft document will be provided.
- ✧ A final document with FY 2008-09 jail per diem fees will be provided incorporating any agreed-upon revisions identified during the review of the revised draft document. One unbound copy and four bound copies of the final document will be provided. An electronic copy of the document will also be provided.

PRESENTATION ON JAIL PER DIEM FEE METHODOLOGY

presentation on the jail per diem fee methodology, process, and results to the Maricopa Association of Governments (MAG).

Deliverable

The deliverable will be a PowerPoint presentation on the methodology and FY 2008-09 fees and a presentation to MAG. A draft presentation will be developed and provided to the County for review. A final presentation will be developed incorporating any agreed-upon revisions. MGT's project manager will be available to present or assist in the presentation to MAG.

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FIRM QUALIFICATIONS AND EXPERIENCE

MGT is a national consulting firm dedicated to improving the efficiency and effectiveness of organizations serving the public. Founded in Tallahassee, Florida, in 1974, MGT has grown to include offices in Phoenix, Arizona; Sacramento, California; Austin, Texas; and Olympia, Washington. The firm's staff of over 110 professionals brings a wealth of knowledge and depth of understanding to all our engagements, delivering the quality services our clients expect and deserve.

Prior to working as consultants, most of our consultants worked in government—as executives, managers, analysts, even in some cases, as elected officials. This insider's knowledge of government structure and process gives MGT a competitive advantage and an ability to hit the ground running from the very start of a project.

We recognize the sensitive nature of our projects and the events that lead to the request for our services. In order for our work to be credible and effective, all of the parties involved and/or affected by our work must believe the work was carried out independently and objectively without undue influence. Our extensive experience combined with our approach to quality control and dedication to excellence will help ensure that all findings and recommendations developed through our work are not questioned due to concerns about independence or objectivity.

On this project MGT intends to assign senior staff experienced in the costing of state and local government services. Mr. Joel Nolan will serve as Project Manager for this project. He has participated on, managed, and led hundreds of consulting engagements, many of which are similar in scope to the CTO scope of services. He is a Certified Government Financial Manager located in MGT's Phoenix office.

Mr. Nolan recently joined MGT as the Director of National Costing Practice after serving for over 20 years as a senior manager and vice president with Maximus, Inc. (Maximus). He has more than 30 years of experience with federal, state, and local government programs and organizations, including state and county correction organizations. His knowledge of government programs and organizations provides extensive insight into the most appropriate financial representation and application of cost principles and the proper method of costing governmental services. His location in Phoenix will enable him to meet with County staff as often as necessary and will enable him to be readily available to County staff responsible for updating the jail per diem rates.

Mr. Nolan's experience as a consultant has included the development of service costing methodologies, and the preparation of cost of services and fee studies for local and state governments. He has prepared and managed hundreds of studies that determined total costs, both direct and indirect, of government services. Study results have been utilized to establish fees for services, establish performance measures, assist in budgetization decisions, and recover costs from other governmental entities. His experience with jails/prisons has included the development of methodologies and the preparation of jail per diem cost/fee studies for state and local governments that

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identified the total costs associated with booking and housing prisoners in state and local government correctional facilities. Mr. Nolan has prepared and/or supervised the preparation of correctional cost studies for the Alaska Department of Corrections (2002), Arizona Department of Corrections (2005 and 2006) Louisiana Department of Corrections (annually for over ten years), and annually for over 15 years for the following Arizona counties: Apache, Cochise, and Pinal. He has also prepared and/or supervised jail per diem cost/fee studies for Santa Cruz County, Arizona and counties in Colorado, Louisiana, and Texas. Study results have been utilized by counties to recover costs from the U.S. Marshall's Office, the U.S. Bureau of Prisons, state correctional agencies, municipalities, and inmates.

Mr. Nolan's jail per diem rate/fee methodologies have been approved by the U.S. Department of Justice and state correctional departments in Arizona, Colorado, Louisiana, and Texas. His methodologies have been challenged and successfully defended in court actions in Louisiana and Texas.

Mr. Nolan is nationally recognized as an authority on costing government services. He has presented numerous presentations to governmental organizations on topic-related to determining the total cost of government services, the development of service costing methodologies, and the full recovery of costs through fees. He has provided training at the American Institute of Certified Public Accountants national governmental training program, Association of Governmental Accountants professional development conferences, Governmental Finance Officer Association development conferences, National Association of State Comptrollers annual conferences, the Texas CPA's Single Audit in Texas Conference, and the Texas Financial Officer's Academy.

A copy of Mr. Nolan's resume is provided in Appendix A.

PROJECT REFERENCES

As part of MGT's proposal in response to request for proposal 06031 under which this CTO has been issued, MGT provided a list of projects and local government clients for which we have provided services. This list included a number of state and local government police departments and county sheriff's offices. However, we believe the most pertinent references to the County for this project are those references associated with Mr. Nolan's experience.

As previously stated, Mr. Nolan just recently joined MGT after more than 20 years with Maximus. The following references are for projects Mr. Nolan completed, and/or was heavily involved in while at Maximus. These references are for projects completed in the last five years. A contact is provided for each reference that is familiar with services performed. In addition to correctional agency references, three Maricopa County references are provided. These County references can attest to Mr. Nolan's experience and knowledge of costing principles and County operations.

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STATE DEPARTMENTS

- ✱ **Alaska Department of Corrections.** Prepared cost of services study that identified the total annual costs (both direct and indirect) and average daily costs of housing prisoners at each state-operated facility, out-of-state contract facility, and community residential centers.

Contact: Sharleen Griffin, Administrative Services Director,
(907) 465-4641.

- ✱ **Arizona Department of Corrections.** Prepared cost of services study that identified the total annual costs (both direct and indirect) and average daily costs of intake and housing prisoners at each state-operated facility, in-state contract facility, out-of-state contract facility, and for the community supervision program.

Contact: Ken Weese, Budget Manager, (602) 542-2838.

ARIZONA COUNTIES

Mr. Nolan was responsible for the development of jail per diem cost/fee methodologies for the Arizona counties of Apache, Cochise, Pinal, and Santa Cruz. The methodology was used to annually (over 15 years) calculate the total annual costs (both direct and indirect) and average daily cost of booking and housing prisoners in county jail facilities for each county except Santa Cruz. Santa Cruz only updated their costs periodically.

- ✱ Apache County—John Smith, Internal Officer, (928) 337-7595.
- ✱ Cochise County—Lois Klien, Finance Director, (520) 432-8381.
- ✱ Pinal County—Terry Doolittle, County Manager, (520) 866-6248.

MARICOPA COUNTY

- ✱ **Department of Finance.** Mr. Nolan assisted DOF on several projects, including the development of the methodology utilized by DOF to annually prepare the countywide central services cost allocation plan.

Contact: John Lewis, Accounting Manager, (602) 506-1373.

- ✱ **Public Works.** Developed cost allocation methodology to allocate the costs of Public Works Administration to the Department of Transportation, Flood Control District, and Waste Water Management.

Contact: Kenneth Proksa, Deputy Public Works Director, (602) 506-4858.

- ✱ **Risk Management Department.** Developed methodology used annually by the Department to determine the total costs of each line of insurance and allocate the costs of each line of insurance to the benefiting departments.

Contact: Samantha Wright, Budget and Finance Manager, (602) 506-2827.

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WORK PROGRAM

Embedded within our work program for the development of the jail per diem fee methodology and model is our management philosophy of close communication with our clients. Our philosophy calls for interactive communication with our clients because it fosters an understanding of the work being performed, status of work, and improves client satisfaction with our work. The proximity of MGT's Phoenix office to the County's central offices facilitates our ability to meet as frequently as necessary. Progress and project review meetings are not shown on our narrative work program, but are planned. Our work program includes the following tasks.

TASK 1: INITIAL MEETING

An initial meeting will be held with MCSO, OMB, and DOF staff to determine the exact parameters of the project, clarify any external requirements or issues, and clarify project deliverables. MGT staff understands the general goals going into the project. However, having an initial meeting to set and determine specific goals insures the final product will meet the County's expectations.

TASK 2: DEVELOP DETAILED WORK PLAN

We will meet and work with MCSO, OMB, and DOF staff to develop a detailed project work plan. The work plan will identify all tasks, the entity responsible for completion of each task, a timetable for completion of all project tasks, and the provision of all project deliverables. We will also propose a schedule for the frequency of project status meetings.

TASK 3: OBTAIN ORGANIZATION OVERVIEW

We will meet and work with MCSO, OMB, and DOF staff and management to acquire an understanding of MCSO operations. Information on MCSO's organization and operations will be obtained and reviewed. At a minimum, we will request current organization charts, annual reports, organization unit descriptions, and performance data on the number of prisoners booked and housed.

TASK 4: REVIEW CURRENT FEE METHODOLOGY

We will acquire and review all available documentation on the County's current jail per diem fee methodology. We will also acquire and review the actual schedules and information supporting the County's current jail per diem fees. Meetings will be held with appropriate County staff to clarify the methodology, source, and appropriateness of the data and calculations.

TASK 5: OBTAIN AND REVIEW FINANCIAL INFORMATION

During this task we will obtain and review MCSO's budget and actual expenditure information at the greatest level of detail available. We will evaluate the information and

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recommend whether actual expenditures of a prior year or budget costs should be used to calculate the FY 2008-09 jail per diem fees.

TASK 6: DATA ANALYSIS

During this task we will identify and analyze all activities and costs associated with the booking and housing of inmates in County jail facilities. We will identify all direct and indirect costs. We will determine the appropriate methods for assigning both direct and indirect costs to jail per diem fees. Meetings will be held with appropriate County staff to review activities, costs, and availability of cost allocation base data.

TASK 7: DEVELOP JAIL PER DIEM FEE METHODOLOGY

MGT will develop a methodology providing for the development of inmate booking and housing fees applicable to municipal jurisdictions, state jurisdictions, federal jurisdictions, pre-pay inmates, self-surrender inmates, and other jurisdictions. The methodology will identify the methods and tasks necessary for the identification of the total annual costs (direct and indirect) and average per-day costs incurred by the County for inmate booking and housing in jail facilities. A document will be developed that includes descriptions of the methodology, costs, and sources of cost information; the allocation methods and bases used to allocate County central services and MCSO indirect costs to the jail (detention); and the allocation methods and bases used to allocate detention costs between housing (custody) and intake (booking).

TASK 8: PROVISION AND REVIEW OF DRAFT JAIL PER DIEM RATE METHODOLOGY

An initial draft methodology document will be provided to and reviewed with MCSO, OMB, and DOF staff. A revised draft methodology document will be developed incorporating any agreed-upon revisions identified during the review of the initial draft document. The revised draft methodology document will be provided to and reviewed with MCSO, OMB, and DOF staff.

TASK 9: DEVELOP JAIL PER DIEM FEE MODEL

A jail per diem fee model will be developed in accordance with the methodology developed in Task 8. The model will be developed using MS Excel spreadsheets and will be used to prepare FY 2008-09 jail per diem fees. The model will be in a format that will enable County staff to update future year jail per diem fees. A document will be developed that includes a jail per diem fee model developed in MS Excel and supporting documentation. In addition to MS Excel spreadsheets, documentation will be provided describing each spreadsheet, the steps or procedures for completing each spreadsheet, and the source of the information in each spreadsheet. The intent of the model document is to provide the Excel spreadsheets necessary for the development of jail per diem fees, and clearly document step-by-step the process for updating the model.

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TASK 10: PROVISION AND REVIEW OF DRAFT JAIL PER DIEM FEE MODEL

An initial draft model document will be provided to and reviewed with MCSO, OMB, and DOF staff. A revised draft model document will be developed incorporating any agreed-upon revisions identified during the review of the initial draft document. The revised draft model document will be provided to and reviewed with MCSO, OMB, and DOF staff.

TASK 11: DEVELOP FY 2008-09 JAIL PER DIEM FEES

We will develop the jail per diem fees for FY 2008-09 using the model developed in task 10. Using either historical actual costs or budgeted costs, the County's total costs, both direct and indirect, for inmate booking and housing in the County's jail facilities for FY 2008-09 will be determined and used to develop the FY 2008-09 jail per diem rate fees. A document will be provided that includes the FY 2008-09 jail per diem fees for inmate booking and housing in County jail facilities applicable to municipal jurisdictions, state jurisdictions, federal jurisdictions, pre-pay inmates, self-surrender inmates, and other jurisdictions. The document will include a description of the methodology used to develop the fees, the actual fees, MS Excel model spreadsheets reconciling costs included in development of the fees to County financial reports or budgets, and the model spreadsheets supporting the development of the fees. The document will contain sufficient information for internal and external auditors to determine the appropriateness and source of the financial information, and the reasonableness of the methodology used to develop the fees.

TASK 12: PROVISION AND REVIEW OF FY 2008-09 JAIL PER DIEM FEES

An initial draft document with FY 2008-09 jail per diem fees will be provided to and reviewed with MCSO, OMB, and DOF staff. A revised draft document will be developed incorporating any agreed-upon revisions identified during the review of the initial draft document. The revised draft document will be provided to and reviewed with MCSO, OMB, and DOF staff. A final document will be provided incorporating any agreed-upon revisions identified during the review of the revised draft document.

TASK 13: PROVISION OF FINAL METHODOLOGY AND MODEL DOCUMENTS

Final jail per diem fee methodology and model documents will be provided. The final documents will include any agreed-upon revisions identified during the review of the draft documents, and any revisions identified during the preparation of the FY 2008-09 jail per diem fees.

TASK 14: JAIL PER DIEM FEE PRESENTATION

MGT will develop a PowerPoint presentation on the jail per diem fee methodology, process, and results for MAG. A draft presentation will be developed and provided to the County for review. A final presentation will be developed incorporating any agreed-upon revisions. MGT's project manager will be available to present or assist in the presentation to MAG.

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The completion of this work program will provide the CTO requested services and deliverables.

PROJECT ASSUMPTIONS

Our work program and proposed fee for this project were developed with several key assumptions about the project. Changes to these assumptions may impact either or both our methodology and proposed fee. We welcome the opportunity to meet with the County project manager to review these assumptions, validate or adjust these assumptions based on more complete information, and adjust the work plan and/or budget accordingly. Below, we present our assumptions:

1. The County will designate a County project manager for this project. This person will function as the primary point of contact for the project, and coordinate and facilitate the flow of information and communication between the County departments and MGT.
2. The County's project manager will ensure that comments on draft documents are consolidated into a single document and any conflicting comments are reconciled before delivering the comments to MGT.
3. MCSO, OMB, and DOF will each designate a primary contact for this project. The person for each department will function as the primary point of contact for the project and coordinate and facilitate the flow of information and communication between the department and MGT. The person will assist in coordinating meetings and the timely provision of data.
4. MGT will have access to and cooperation and participation by staff and management.
5. MGT expects to have reasonable, timely access to County personnel and data.
6. Meeting facilities will be arranged for, and used at, the expense of the County.
7. The County will provide all requested documents at its own expense.
8. All results will be based on the best available cost and usage data available at the time cost analyses are performed and jail per diem fees are calculated.
9. All costs and other data provided by the County will be considered accurate and valid. MGT will not be responsible for the audit and/or verification of any cost or other data provided by the County.

PROPOSED PRICE AND TIME LINE

is prepared to begin this project within two weeks following the award of a contract notification to proceed. Our schedule would be to deliver a final report within 14 calendar weeks of contract award. This schedule relies upon the reasonable availability of county staff and information, and the timely review of draft documents and reports.

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MGT's proposed total fixed price for completing the scope of work and deliverables is a fixed price of \$54,770. The price includes all professional, support, and travel costs.

Appendix B provides a detailed cost breakdown by task of our proposed price. Two attachments are provided in Appendix B. Attachment B-1 provides our projected costs for each CTO Scope of Work task and in total. Attachment B-2 provides our projected costs for each task of our proposed Work Program and in total. Both attachments identify, by task and in total, the number of hours by contract labor category, the labor costs by contract labor category, travel costs, and time line for each task.

Following is our proposed invoicing schedule:

<input type="checkbox"/> Provision of an initial draft jail per diem fee methodology document (30%).	\$16,432
<input type="checkbox"/> Provision of an initial draft of a jail per diem fee model document (25%)	13,692
<input type="checkbox"/> Provision of an initial draft FY 2008-09 jail per diem fee document (25%)	13,692
<input type="checkbox"/> Provision of final methodology, model, and fee documents (15%)	8,215
<input type="checkbox"/> Provision of a PowerPoint presentation on the jail per diem fee methodology and FY 2008-09 fees (5%)	<u>2,739</u>

Total Fixed Fee

\$54,770

Invoices are due within 30 days after receipt of an invoice.

CLOSING

MGT appreciates this opportunity to respond to the County's CTO for the development of a methodology for jail per diem rates/fees. If there are any questions regarding this proposal, please contact me at (916) 443-3411 or Joel Nolan at (602) 595-9728. We look forward to working with the County on this challenging project.

Sincerely,



Karin Bloomer
Western Region Director

APPENDIX A—RESUME

MGT

OF AMERICA, INC.

JOEL NOLAN
PROJECT MANAGER**RANGE OF EXPERIENCE**

Mr. Nolan recently joined MGT as the Director of Costing Studies, after serving for over 20 years as a Vice President with the Financial Services Division of MAXIMUS, Inc. He is experienced in all aspects of development, negotiation and application of cost principles and strategies in the public sector. He has over 38 years of experience, of which more than 30 years have been directly involved with federal, state, and local government programs and organizations. His knowledge of government programs and organizations provides extensive insight into the most appropriate financial representation and application of cost principles, the recovery of costs associated with federally funded programs, and the proper method of costing governmental services.

Mr. Nolan has been responsible for a variety of engagements throughout his career, including conducting user fee studies, preparing and negotiating cost allocation plans, preparing indirect cost rate proposals, developing internal service billing rates, performing cost of services studies and revenue maximization studies, and providing audit resolution assistance. He has also served in a financial management capacity in his various roles while employed in state and local government. Mr. Nolan is a Certified Government Financial Manager and is also a member of the Association of Government Accountants and the Government Financial Officers Association.

PROFESSIONAL AND BUSINESS EXPERIENCE**Local Government**

Mr. Nolan is recognized as a leading expert in addressing cost-related issues facing local governments. He has been involved in preparing user fee studies, cost allocation plans, cost of services studies, jail per diem rate studies, revenue maximization studies, and management studies for numerous cities and counties.

Mr. Nolan has extensive experience in developing user fee, revenue, and cost of services studies for city and county governments. His experience includes the development of comprehensive user fee studies that reviewed all fee services provided by all city/county departments and studies focusing on specific department and/or services. Counties for which he has completed comprehensive user fee studies include Arizona counties of Apache, Cochise, Coconino, Maricopa, Pinal, and Yuma; and Texas counties of Galveston, Harris, and San Patricio. Cities for which he has completed comprehensive user fee studies include Arizona cities of Flagstaff, Peoria, and Tucson; Kansas City, Kansas; Louisiana cities of Baton Rouge, Lafayette, New Orleans and Shreveport; Nevada cities of Las Vegas and Reno; Oklahoma cities of Oklahoma City and Tulsa; and Texas cities of Arlington, Corpus Christi, Dallas, Fort Worth, Houston, and Longview.

**YEARS OF
EXPERIENCE: 38****MGT of America, Inc.**

Director of Costing
Studies
March 2007 – Present

Maximus, Inc.

Vice President, Financial
Services Division
1985 – 2007

Red Arrow Tools, Inc.

Vice President,
Operations
1979 – 1985

Rice Research Center

Vice President/Treasurer
1976 – 1979

**Houston-Galveston Area
Council of Governments**

Finance Director
1973 – 1974

**West Texas Council of
Governments**

Finance Director
1973 – 1974

Texas Governor's Office

Division of Planning and
Coordination, Financial
Analyst
1972

**Elms, Faris, Green,
Smith & Sims, CPAs**

Accountant
1969 – 1971

**EDUCATION/
CERTIFICATIONS**

B.A., Accounting, Texas
Tech University,
Lubbock Texas

Certified Government
Financial Manager,
1996 – Present

Member, Association of
Government
Accountants

Member, Government
Finance Officers
Association of Arizona



OF AMERICA, INC.

JOEL NOLAN
PAGE 2**PROFESSIONAL AND BUSINESS EXPERIENCE (Continued)**

Mr. Nolan has also prepared cost allocation plans for a variety of cities and counties in Arizona and throughout the country. In addition to the Arizona cities of Peoria, Surprise, Tucson, and Yuma and the counties of Apache, Cochise, Coconino, Gila, Graham, Maricopa, Mohave, Navajo, Pinal, Santa Cruz, and Yuma, his cost allocation plan experience extends to jurisdictions in Texas, Louisiana, Oklahoma, Kansas, Nevada, New Mexico, Utah, and Alaska.

Furthermore, he has assisted local governments in Arizona and Texas in maximizing the recovery of costs incurred in the provision of federally funded services. In Arizona he managed a study for all Arizona counties that identified allowable Medicaid reimbursable activities associated with eligibility determination of S.O.B.R.A. mothers and their children. He subsequently managed the negotiation of a federally-accepted cost identification and claiming system that resulted in additional annual recovery of over \$10 million to Arizona counties. In Texas he has supervised the provision of services associated with maximizing federal reimbursement of Title IV-E and IV-D services provided by the following counties: Bexar, Galveston, Harris, Tarrant, and Travis.

State Government

Mr. Nolan is one of the leading authorities on Office of Management and Budget (OMB) Circular A-87 and its impact on states. He has applied his knowledge in the preparation and negotiation of statewide cost allocation plans, internal service billing rates, indirect cost rate proposals, public assistance cost plans, management studies and the resolution of audit findings. As a leading authority on OMB Circular A-87, he has presented numerous seminars on topics related to direct and indirect cost recovery on federal programs. He has provided training on topics related to federal cost recovery requirements at the American Institute of Certified Public Accountants governmental training program, Association of Governmental Accountants professional development conferences, Governmental Finance Officer Association development conferences, National Association of State Comptrollers annual conference, the Texas CPAs Single Audit in Texas Conference on OMB A-87, and the Texas Finance Officers Academy.

His statewide cost allocation plan experience has included the preparation of plans for Alaska, Arizona, Colorado, Idaho, Kansas, Louisiana, Montana, Nevada, New Mexico, Oklahoma, and Texas. These plans have been successfully negotiated with the U.S. Department of Health and Human Services. As part of these plan preparations and negotiations, he has also prepared and negotiated internal service billing rates and fund reconciliations.

Mr. Nolan has also prepared numerous state agency indirect cost rate proposals, which included the development of a cost allocation plan and the development of indirect cost rates. Types of agencies for which he has been involved include agriculture, attorney general, children and youth, civil defense, commerce, corporation commission, corrections, fire marshals, general services, handicap concerns, health and social services, historical societies, labor, land offices, mental health, mines, parks and wildlife, pollution control, public safety, transportation, and water commissions.

**PROFESSIONAL AND BUSINESS EXPERIENCE (Continued)**

His experience also includes developing billing rates for state agencies. Billing rate studies have encompassed reviewing and recommending changes to the organizational structure, timekeeping system, and billing rate methodology of the Alaska Office of the Attorney General and the Texas Office of the Attorney General. Other studies have focused on providing recommendations for operational improvements, development of service structures, establishing service forecasting systems, and developing billing rate methodologies and procedures for state organizations responsible for such services as equipment and vehicle maintenance, printing, facility maintenance and operations, data processing, mail, and procurement. He has conducted these types of studies for state entities in Alaska, Arizona, Idaho, Kansas, Louisiana, New Mexico, and Oklahoma.

**APPENDIX B—COST
BREAKDOWN**

MARICOPA COUNTY
JAIL PER DIEM RATES PROJECT
PROPOSED PRICING AND TIMELINE

SCOPE OF WORK TASK NUMBER	DIRECTOR		SENIOR ASSOC.		TOTAL PROFESSIONAL HOURS	TRAVEL COSTS	TOTAL COSTS	TIMELINE
	HOURS	COSTS \$235	HOURS	COSTS \$195				
Task 2.1	8	\$1,880		\$0	8	\$1,880	\$50	Weeks 1 and 2
Task 2.2	6	\$1,410		\$0	6	1,410	\$25	Weeks 1 and 2
Task 2.3	16	3,760		0	16	3,760	50	Weeks 1 and 2
Task 2.4	2	470		0	2	470		Weeks 1 and 2
Task 2.5	64	15,040	56	10,920	120	25,960	400	Weeks 3 thru 12
Task 2.6	12	2,820	8	1,560	20	4,380	100	Weeks 3 and 6
Task 2.7	12	2,820	8	1,560	20	4,380	100	Weeks 3 and 6
Task 2.8	4	940		0	4	940		Week 3
Task 2.9	12	2,820	8	1,560	20	4,380	100	Weeks 7 and 8
Task 2.10	8	1,880	8	1,560	16	3,440	100	Weeks 9 and 10
Task 2.11	4	940		0	4	940		Weeks 9 and 10
Task 2.12	8	1,880		0	8	1,880	25	Week 12
TOTAL PROJECT	156	\$36,660	88	\$17,160	244	\$53,820	950	
								\$54,770

MARICOPA COUNTY
JAIL PER DIEM RATES PROJECT
PROPOSED PRICING AND TIMELINE

TASK NO.	MGT WORK PROGRAM DESCRIPTION	DIRECTOR		SENIOR ASSOC.		TOTAL PROFESSIONAL HOURS	TRAVEL COSTS	TOTAL COSTS	TIMELINE
		HOURS	COSTS \$235	HOURS	COSTS \$195				
Task 1	Initial Meeting	4	\$940		\$0	4	\$25	\$965	Week 1
Task 2	Devel. Detailed Work Plan	4	940		0	4	25	965	Week 1
Task 3	Obtain Organization Overview	8	1,880		0	8	25	1,905	Weeks 1 and 2
Task 4	Review Current Fee Method	12	2,820		0	12	50	2,870	Weeks 1 and 2
Task 5	Review Financial Info.	8	1,880		0	8		1,880	Weeks 1 and 2
Task 6	Data Analysis	16	3,760	48	9,360	64	700	13,820	Weeks 3 and 4
Task 7	Develop Methodology	24	5,640		0	24		5,640	Weeks 3 thru 6
Task 8	Review Draft Methodology	8	1,880		0	8	50	1,930	Week 7
Task 9	Develop Model	40	9,400		0	40		9,400	Weeks 7 thru 9
Task 10	Review Draft Model	8	1,880		0	8	50	1,930	Week 10
Task 11	Develop FY 2009 Fees	16	3,760	40	7,800	56		11,560	Weeks 9 thru 10
Task 12	Review Draft FY 2009 Fees	8	1,880	8	1,560	16	50	3,490	Week 11
Task 13	Final Methodology & Model	8	1,880		0	8	25	1,905	Week 12
Task 14	Presentation to MAG	8	1,880		0	8	25	1,905	Week 12
TOTAL PROJECT		<u>156</u>	<u>\$36,660</u>	<u>88</u>	<u>\$17,160</u>	<u>244</u>	<u>950</u>	<u>\$54,770</u>	

PROPOSALS EVALUATION

TASK ORDER TITLE: MCSO JAIL PER DIEM RATE STUDY									
SERIAL NUMBER: 06031-RFP									
EVALUATION CRITERIA	MAX POINTS	C.E. WILSON	PRICEWATERHOUSE	DELOITTE CONSULTING	RALPH ANDERSEN	BURNS & ASSOC.	MGT. of AMERICA	SRA	
PROPOSED METHODOLOGY to PROVIDE the RATE DEVELOPMENT MODEL	35	8.6	16.8	25.1	23.8	28.3	29.3	8.2	
		43.0	84.0	125.3	119.0	141.5	146.5	41.0	
FIRM'S EXPERIENCE and PROPOSED PROJECT MANAGER	35	4.4	11.4	21.2	25.8	20.6	32.2	9.9	
		22.0	57.0	106.0	129.0	103.0	161.0	49.5	
ALLOCATION OF HOURS BY TASK	15	6.5	7.7	8.8	10.6	10.6	9.0	9.3	
		32.5	38.5	44.0	53.0	53.0	45.0	46.5	
PRICE OF SERVICES	15	15.0	5.8	2.6	2.7	12.0	9.3	10.0	
		75.0	29.0	13.0	13.5	60.0	46.5	50.0	
TOTAL AVERAGE POINTS (FOR AWARD)	100	34.5	41.7	57.7	62.9	71.5	79.8	37.4	
TOTAL POINTS		172.5	208.5	288.3	314.5	357.5	399.0	187.0	
EVALUATORS:									
LEEANN BOHN									
DAN CAMPION									
LYNN ADAMS									
JOHN LEWIS									
CYNTHIA MODER									

PROPOSALS EVALUATION

RESPONDENT	PROPOSAL	POINTS									
C.E. WILSON	34,263	15									
PRICEWATERHOUSE	89,275	5.8									
DELOITTE CONSULTING	191,615	2.6									
RALPH ANDERSEN	188,900	2.7									
BURNS & ASSOC.	63,360	12									
MGT of AMERICA	54,770	9.3									
SRA	50,208	10									

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Dan Campin
7/2/07

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Question and Answers for Bid #10106-RFP - EDUCATIONAL CONSULTING SERVICES, SCHOOLS

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.